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In re the Application of

Cioffi et al. (TI-27725.1)

Conf. No. 3513

Serial No. 10/051,601

Group Art Unit: 2662

Filed: January 17, 2002

Examiner:

For: Method and Apparatus for Coordinating Multi-Point to Point Communications in a Multi-Tone Data Transmission System

TERMINAL DISCLAIMER

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

09/28/2005 MBINAS 00000027 200668 10051601

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Dear Sir:

1. Texas Instruments Incorporated, a Delaware corporation, states that it is the assignee of the entire right, title, and interest in this patent, by virtue of an assignment from the inventors of this patent application to Amati Communications Corporation of its parent application S.N. 08/913,210, now U.S. Patent No. 6,473,438, through which this patent claims priority, such assignment recorded in the United States Patent and Trademark Office at Reel 012526, Frame 0880, and by virtue of the merger of Amati Communications Corporation with and into Texas Instruments Incorporated, as evidenced by the enclosed copy of the Certificate of Ownership and Merger, such Certificate filed with the Office of the Secretary of State of the State of Delaware on October 1, 2001.

2. The undersigned, whose title is supplied below, is authorized to act on behalf of Texas Instruments Incorporated.

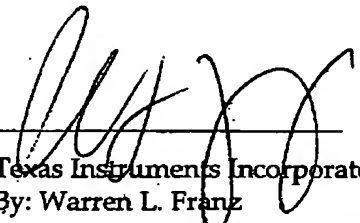
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- b. is held unenforceable;
- c. is found invalid by a court of competent jurisdiction;
- d. is statutorily disclaimed in whole or terminal disclaimed under 37 C.F.R. §1.321;
- e. has all claims canceled by a reexamination certificate;
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- g. is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

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Texas Instruments Incorporated
By: Warren L. Franz
Its: Deputy General Patent Counsel

Date: 30 Aug 2005 